

**SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

As consideration for the below release, Mississippi County, Arkansas shall pay the following amounts to the following individuals, less applicable withholdings for the recovered wages component (1/2 of the below amounts are wages):

Brandon Bryan	\$8,581.52
Justin Bell	\$2,130.90
Michael Borden	\$2,770.35
Nathan Carter	\$3,838.29
Kaylen Jacobs	\$434.14
Cornelius Manning	\$3,211.68
Michael Merritt	\$1,361.48
Kenneth Raymond	\$2,257.49
Christopher Richardson	\$100.00
Franklin Stracener	\$100.00
Jeremy Tucker	\$3,852.67
Deshun Williams	\$1,361.48

The above amounts will be delivered to Sanford Law Firm, PLLC, 650 S. Shackleford, Suite 411, Little Rock, Arkansas 72211, within twenty-one days of Court approval of this Settlement. The checks should not be individually sealed.

Settlement checks will remain valid for 90 days after the date of mailing. If a check is lost, destroyed, or otherwise unusable, the payee may notify Mississippi County, Arkansas, through counsel, within 90 days of the date of payment and Mississippi County, Arkansas will, upon

verification that the original check has not been negotiated, issue a replacement. The payee shall have 90 days from the date of issuance to negotiate the replacement check.

The Parties agree that settlement payments under this Settlement shall not be considered compensation for hours of service or otherwise affect the calculation of benefits or eligibility under any employee benefit plans sponsored by Mississippi County, Arkansas, including but not limited to vacation pay, holiday pay, pension, or retirement plan contributions.

For and in consideration of the payment of the sum of Thirty Thousand dollars (\$30,000.00), the receipt and sufficiency of the above amounts is hereby acknowledged, the undersigned, Brandon Bryan, Justin Bell, Michael Borden, Nathan Carter, Kaylen Jacobs, Cornelius Manning, Michael Merritt, Kenneth Raymond, Christopher Richardson, Franklin Stracener, Jeremy Tucker, and Deshun Williams, do hereby release, acquit and forever discharge Mississippi County, Arkansas, and all the past and present agents, servants, officials, and employees of Mississippi County, Arkansas, in all capacities (i.e. both official and individual), of and from any and all state, local or federal claims, obligations, demands, actions, rights, causes of action and liabilities, whether known or unknown, against Defendant for alleged unpaid wages, liquidated or other damages, unpaid costs, penalties (including late payment penalties), premium pay, interest, restitution or other compensation and relief arising from the alleged failure to properly pay such to the above-recited Plaintiffs under the FLSA and AMWA and any and all claims under the laws of any state, county, municipality or other governmental subdivision of the United States or any state, including but not limited to, the State of Arkansas, regarding failure to pay wages, minimum wages, and/or overtime wages and any other relevant Federal and/or State statutory and/or common laws including, but not limited to, intentional infliction of emotional distress for failure to pay wages, minimum wages, and/or overtime wages. The parties to this



agreement agree that the undersigned's attorneys' fees and litigation costs will be separately presented to the Court if not settled between the parties by separate agreement.

It is understood and agreed by the undersigned, Brandon Bryan, Justin Bell, Michael Borden, Nathan Carter, Kaylen Jacobs, Cornelius Manning, Michael Merritt, Kenneth Raymond, Christopher Richardson, Franklin Stracener, Jeremy Tucker, and Deshun Williams, that any potential claims referenced in the previous paragraph, whether currently known or unknown, against any of the parties mentioned in this document which occurred prior to the date of this agreement are understood to be covered by this agreement and are considered settled and forever discharged.

It is understood and agreed and expressly covenanted by the undersigned, Brandon Bryan, Justin Bell, Michael Borden, Nathan Carter, Kaylen Jacobs, Cornelius Manning, Michael Merritt, Kenneth Raymond, Christopher Richardson, Franklin Stracener, Jeremy Tucker, and Deshun Williams, and the parties herein released that the above payment is in full and final compromise of disputed claims and that said payment is not to be construed as an admission of any liability on the part of any of the parties hereby released, by whom any liability is expressly denied.

Mississippi County, Arkansas does hereby covenant and agree that, from the date of this Agreement, its officials and employees will give a neutral reference within a reasonable time to any prospective employer who calls for a job reference for Brandon Bryan, Justin Bell, Michael Borden, Nathan Carter, Kaylen Jacobs, Cornelius Manning, Michael Merritt, Kenneth Raymond, Christopher Richardson, Franklin Stracener, Jeremy Tucker, or Deshun Williams, revealing only the individual's dates of employment, job titles, and rates of pay. Mississippi County, Arkansas agrees that its Sheriff will not disparage or say or write negative things about Brandon Bryan, Justin Bell, Michael Borden, Nathan Carter, Kaylen Jacobs, Cornelius Manning, Michael Merritt,

Kenneth Raymond, Christopher Richardson, Franklin Stracener, Jeremy Tucker, and Deshun Williams. Brandon Bryan, Justin Bell, Michael Borden, Nathan Carter, Kaylen Jacobs, Cornelius Manning, Michael Merritt, Kenneth Raymond, Christopher Richardson, Franklin Stracener, Jeremy Tucker, and Deshun Williams agree not to disparage or say or write negative things about Mississippi County, Arkansas, or any of its past or present officials, employees, and/or agents.

As further consideration for the above payment, the undersigned, Brandon Bryan, Justin Bell, Michael Borden, Nathan Carter, Kaylen Jacobs, Cornelius Manning, Michael Merritt, Kenneth Raymond, Christopher Richardson, Franklin Stracener, Jeremy Tucker, and Deshun Williams, do hereby covenant and agree that all incurred liens, subrogation interests, and any and all other claims or expenses of any nature whatsoever, will be paid and satisfied out of the proceeds of the settlement, including but not limited to any hospital and physician liens, Medicare/Medicaid claims/interests, Worker's Compensation liens, and any governmental liens, and the undersigned does hereby agree to indemnify and save harmless the parties hereby released from all judgments, claims, damages or demands by any persons acting on behalf of the undersigned and any and all individuals, entities, providers or claimants whatsoever seeking to recover liens, damages or funds expended as a result hereto.

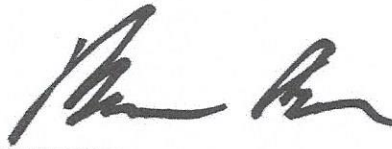
It is further understood, agreed and covenanted to by the undersigned, Brandon Bryan, Justin Bell, Michael Borden, Nathan Carter, Kaylen Jacobs, Cornelius Manning, Michael Merritt, Kenneth Raymond, Christopher Richardson, Franklin Stracener, Jeremy Tucker, and Deshun Williams, that this settlement is a complete accord and satisfaction of all claims referenced herein and that the undersigned has not been threatened, coerced or in any way unduly influenced to accept this settlement.



The undersigned, Brandon Bryan, Justin Bell, Michael Borden, Nathan Carter, Kaylen Jacobs, Cornelius Manning, Michael Merritt, Kenneth Raymond, Christopher Richardson, Franklin Stracener, Jeremy Tucker, and Deshun Williams, do hereby acknowledge that the terms of this agreement are intended to be contractual and not a mere recital.

This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. This Agreement may be executed and delivered by one or more of the Parties electronically and by any number of separate counterparts electronically. All counterparts taken together shall be deemed to constitute one and the same instrument. THE UNDERSIGNED, BRANDON BRYAN, JUSTIN BELL, MICHAEL BORDEN, NATHAN CARTER, KAYLEN JACOBS, CORNELIUS MANNING, MICHAEL MERRITT, KENNETH RAYMOND, CHRISTOPHER RICHARDSON, FRANKLIN STRACENER, JEREMY TUCKER, AND DESHUN WILLIAMS, DO HEREBY COVENANT, PROMISE AND AGREE THAT THE EXCHANGE OF CONSIDERATION, AS HEREIN SET FORTH, IS IN FULL AND FINAL ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION REFERENCED HEREIN, WHETHER KNOWN OR UNKNOWN, BY THE UNDERSIGNED.

**I UNDERSTAND THAT BY SIGNING THIS RELEASE, ALL CLAIMS THAT I NOW HAVE AND ALL CLAIMS REFERENCE HEREIN THAT CAN BE BROUGHT OR COULD HAVE BROUGHT IN THE FUTURE OR AGAINST ANY PARTY MENTIONED IN THIS DOCUMENT WHICH OCCURRED ON OR BEFORE THE SIGNING OF THIS RELEASE ARE FOREVER BARRED.**



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BRANDON BRYAN

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JUSTIN BELL

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MICHAEL BORDEN

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NATHAN CARTER

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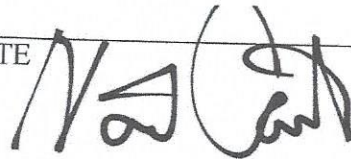
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NATHAN CARTER

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KAYLEN JACOBS

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MICHAEL MERRITT

3/27/2020

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KENNETH RAYMOND

4-3-2020  
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CHRISTOPHER RICHARDSON

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FRANKLIN STRACENER

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JEREMY TUCKER

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DESHUN WILLIAMS

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MISSISSIPPI COUNTY, ARKANSAS by its  
County Judge

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KENNETH RAYMOND

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JEREMY TUCKER

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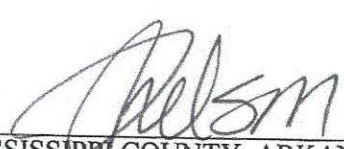
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